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September 22, 2005

TO: Transportation Authority of Marin Commissioners

FROM: Dianne Steinhauser, Executive Director

RE: Data Collection for the Crossing Guard Program
Contract No. C-FY05/06-001 – Agenda Item 5h

Executive Summary

The TAM Crossing Guard program will provide trained crossing guards for critical intersections throughout Marin. This contract will provide pedestrian and traffic data collection for existing and requested crossing guard locations. This data will be used by the public works Directors and the Technical Advisory Committee to evaluate and prioritize the existing and requested crossing guard locations. Based on this information, they will recommend to the Authority crossing guard locations to be funded under the Crossing Guard program.

Recommendation

Staff recommends that TAM authorize the Chair to execute the Professional Services Contract with PHA Transportation Consultants to provide data collection for the Crossing Guard program for an amount not-to-exceed \$45,700.

As described in the Expenditure Plan, Strategy 4, the Crossing Guard program will fund the use of trained crossing guards for critical intersections throughout Marin County. The intersections will be prioritized by the Public Works Directors together with the Technical Advisory Committee and approved by the Authority.

In August 2005, the TAM Executive Committee approved the distribution of a request for proposals (RFP) for pedestrian and traffic data collection and roadway characteristics that will be used for the evaluation and prioritization of crossing guard locations in Marin County. The traffic data includes the number of pedestrians (students), traffic volume and turning movement volume. Roadway characteristics include the number of lanes and the presence of any special circumstances that would impact the safety of the pedestrians.

Making the Most of Marin County Transportation Dollars

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A total of three proposals were received. The proposals were reviewed by TAM staff and a panel including representatives from city and county public works departments and the SR2S program. Based on overall qualifications and the review, PHA Transportation Consultants were selected by the panel to provide the crossing guard data collection for TAM.

Scope of Services

The scope of work provides for data collection at 70 locations, 38 locations that currently have crossing guards and 32 locations that were recommended by Marin County schools for consideration of crossing guards. The locations were identified in the recently completed crossing guard survey that was sent to all schools in Marin County. Collection of the data will take place during October 2005 at these 70 locations.

It is anticipated that additional locations that may be requested by schools that have not yet responded to the survey. The data collection at these locations will take place in May 2006 and will require an addendum to this contract.

This information will be used in the evaluation and prioritization of the locations to be funded by the crossing guard program.

Budget

This contract provides \$45,700 for data collection at 70 locations. Funding for the crossing guard program is included in the Expenditure Plan.

Schedule

The consultant contract will commence on September 23, 2005 and terminate on June 30, 2006.

Attachment:

Professional Services Contract (C-FY05/06-001) with PHA Transportation Consultants.

**TRANSPORTATION AUTHORITY OF MARIN
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this 23rd day of September 2005 by and between the TRANSPORTATION AUTHORITY OF MARIN, hereinafter referred to as "TAM" and PHA Transportation Consultants, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, TAM desires to retain a person or firm to provide the following services: School Crossing Guard Location Evaluation Criteria Data Collection; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by TAM, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

TAM agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule, which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the contract. Contractor shall provide TAM with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO TAM:

In no event will the cost to TAM for the services to be provided herein exceed the maximum sum of **\$45,700**, including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on September 26, 2005 and shall terminate on June 30, 2006. Time is of the essence with respect to this Contract. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6.

INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to TAM. The general liability policy shall be endorsed naming the TAM as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to TAM prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to TAM of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the TAM, its employees, officers, and agents, harmless and defend TAM against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. TAM agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, TAM may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). TAM shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

(See sample form: ISO - CG 20 10 11 85).

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to TAM prior to commencement of work.

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.4 OTHER INSURANCES

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contract or the beginning of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is

later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed \$2,500 unless approved by TAM.

6.4.a Professional Liability Insurance.....☐ (check box if required)

6.4.b Maritime Insurance.....☐ (check box if required)

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the TAM except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to TAM evidence of same.

9. ASSIGNMENT:

The rights, responsibilities, and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the TAM.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits, which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income, and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit TAM to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at TAM's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from TAM. Contractor shall refund any moneys erroneously charged.

12. TITLE:

It is understood that any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of TAM. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to TAM without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, TAM may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of TAM. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to TAM, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold TAM harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services covered by this Contract.

20. NOTICES:

This contract shall be managed and administered on TAM's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to TAM at the following location:

Contract Manager:

Dianne Steinhauser, Executive Director
TRANSPORTATION AUTHORITY OF MARIN
P.O. Box 4186
San Rafael, CA 94913-4186

Telephone No.: (415) 499-6582

Notices shall be given to Contractor at the following address:

Contractor: Pang Ho, Principal
PHA Transportation Consultants
2711 Stuart Street
Berkeley, CA 94705

Telephone No.: (510) 848-9233

21. ACKNOWLEDGMENT OF EXHIBITS:

Contractor's Initials

EXHIBIT A	<input type="checkbox"/> <u>Scope of Services (required)</u>
EXHIBIT B	<input type="checkbox"/> <u>Fees and Payment Schedule (required)</u>
EXHIBIT C	<input type="checkbox"/> <u>Insurance Reduction/Waiver</u>

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**APPROVED BY
TRANSPORTATION AUTHORITY OF MARIN:**

By: _____
Chair, Steve Kinsey

CONTRACTOR:

By: _____
Pang Ho
PHA Transportation Consultants
Telephone No.: (510) 848-9233

EXHIBIT A

SCOPE OF SERVICES

The following scope of service provides an outline of services that are expected to be offered in order to fulfill this contract.

Task 1.0 Initial Meeting

The consultant will meet initially with TAM and the Public Works Directors from the County and the cities and towns in Marin County to clarify the project elements including locations and schedules of data collection, as well as to review the process and format in which to present the data. This meeting will also provide the opportunity to discuss any special conditions that need to be addressed prior to collection.

Task 2.0 Data Collection and Mapping

The consultant will collect data and site features at the 70 locations identified on the list included as Attachment A. These data include: average daily traffic (ADT), vehicle counts per school hour (VT/h), pedestrian counts per school hour, and vehicle turning movements per school hour.

The pedestrian count and vehicle turning movement count will take place from 7 to 9 am and from 2 to 4 pm. The counts will take place on either Tuesday, Wednesday or Thursdays during October 2005.

The ADT counts and pedestrian counts will not be scheduled before or after a holiday, on school days with reduced attendance or on holidays. The ADT counts will be for a 48 hour period.

The site features include traffic/pedestrian control devices (crosswalks, stop signs, and traffic signals), number of traffic lanes and a notation of special conditions that may impede the safety and/or passage of pedestrians. Examples could include, but not be limited to, excessive traffic over multiple lanes of traffic, no sidewalks, roadway construction, and deteriorated pavement.

The information shall be processed and provided to TAM in a database format and sketch format agreed upon by TAM that can be easily updated and maintained. A technical memorandum will be prepared summarizing the study procedures and findings.

Task 3.0 Project Management and Oversight

The consultant will provide project management over the course of the project.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

Task 1.0 Initial Meeting

Initial Meeting	\$600
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Task 2.0 Data Collection and Mapping

2.1 Pedestrian / turning movement counts	\$32,200
2.2 ADT machine counts	10,500
2.3 Processing data/technical summary	2,400

Task3.0 Management

Management is included with above tasks	-
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Total Project Fees

TOTAL	\$45,700
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ADDITIONAL DIRECT COSTS

No Additional Direct Costs are included in this contract.

INVOICING

Invoicing will be based on the tasks and subtasks identified above.